

BLACK HILLS LAND TITLE, INC.

No. 134-87



P.O. Box 588 - 83 SHERMAN STREET
DEADWOOD, SOUTH DAKOTA

Abstract of Title

- TO -

The Myrtle Lode of Mineral Survey No. 1299

Bonded, Authorized Abstracter
for
Lawrence County, South Dakota

Member:
South Dakota Land Title Association
American Land Title Association

Lawrence County, South Dakota

U.S. Patent

General Land Office.

Mineral Certificate

6

No 32,225

No 109

George A. Hagenrich, etc.

Filed for record

May 29th at 2¹⁵ P.M.

John W. Simpson

Register of Deeds.

The United States of America

Do all to whom these Presents shall come, Greeting

Whereas in pursuance of the provisions

of the Revised Statutes of the United States

Chapter Six, Title Thirty two, and legislation

supplemental thereto, there have been de-

posited in the General Land Office of the United States the

Deed and Field Notes of survey and the Certificate No 109

of the Register of the Land Office at Rapid City in the

State of South Dakota accompanied by other evidence

whereby it appears that George A. Hagenrich and

Frank Baker, did on the fifteenth day of November

A. D. 1899, duly enter and pay for that certain mining

claim or premises, known as the Myrtle lode mining

claim designated by the Surveyor General as Lot No

1399, embracing a portion of section thirty one, in

Township five north of range four east, Black Hills

meridian, in the Whitewood Mining District, in

the County of Lawrence and State of South Dakota,

in the District of Lands subject to sale at Rapid

City and bounded, described, and platted as follows,

with magnetic variation as hereinafter stated.

Beginning at corner No 1, a porphyry stone 12 x 12 x 4

inches chiseled 1-1299, with mound of stone

from which a pine sixteen inches in diameter

blazed and marked B. L. x 1-1299 bears south fifteen

degrees and forty eight minutes east twenty

seven and one tenth feet distant; corner No 2

of survey No 1310, the Penn lode claim, bears south

thirty eight degrees, twenty eight minutes and

thirty seconds west two hundred and ninety six

and two tenths feet distant, and the south west

corner of section thirty one in township five north

of range four east Black Hills meridian, bears

south forty eight degrees, six minutes and fifty

four seconds west two thousand five hundred and

fifty two and two tenths feet distant.

Thence, first course, magnetic variation four ten

degrees and forty one minutes east, north six de

gree and forty eight minutes east six hundred

and eighty and three tenths feet to corner No 3.

Thence second course, magnetic variation four
degrees and thirty eight minutes east, north
four degrees and fifty seven minutes west eight
hundred and twenty and six tenths feet to corner
No 3 from which the face of discovery cut bears south
thirty one degrees and fifty nine minutes east
three hundred and thirty one and nine tenths
feet distant.

Thence third course, magnetic variation four
teen degrees and fifty minutes east, north sixty
four degrees and twenty six minutes east three
hundred and eight feet to corner No 4.

Thence fourth course, magnetic variation fourteen
degrees and seventeen minutes east, south six de-
grees and thirteen minutes east nine hundred
and fifty six and nine tenths feet to corner No 5.

Thence fifth course, magnetic variation four-
teen degrees and forty minutes east, south nine
degrees and twenty six minutes west five hundred
and forty two and eight tenths feet to corner No 6.

Thence sixth course, magnetic variation
fourteen degrees and thirty six minutes east
south sixty four degrees and twenty six minutes
west three hundred and nineteen and three tenths
feet to corner No 1, the place of beginning; said lot No 1299
extending one thousand four hundred and ninety
and seven tenths feet in length along said Myrtle
mine or lode and containing nine acres and eight
hundred and ninety four thousandths of an acre
of land, more or less.

Now know Ye, That there is therefore hereby granted
by the United States unto the said George A. Fugemick
and Frank E. Dehn and to their heirs and assigns, be
said mining premises hereinbefore described
and not expressly excepted from their events, and so
that portion of the said Myrtle mine, lode, or ledge
and of all other mine, lodes and ledges, throughout their
entire depth, the tops or apices of which lie inside
of the surface boundary lines of said granted
premises in said lot No 1299 extended down and
vertically, although such mine, lodes or ledges in
their downward course may at far depart from
the perpendicular as to extend outside the vertical line

Thence
fourth
course
to corner
No 3
No 1299
saying
said
with
seven
or less
to the
with
appur-
ing
this
above
stipul-
teristic
surface
lode or
bound-
to be
said
the or
second
subject
a given
rights
such
ledged
and to
a reg-
by the
the
Congress
of the
grant
mine
the
of the
better
the

lines of said premises; provided, That the right of possession to such outside parts of said mine, lodes or ledges shall be confined to such portions the top as lie between vertical planes drawn downward through the end lines of said Lot No 1299, so continued in their own direction that such planes will intersect such exterior parts of said mine, lodes or ledges: And provided further, That nothing herein contained shall authorize the grantee herein to enter upon the surface of a claim owned or possessed by another.

To Have and to hold said mining premises, together with all the rights, privileges, immunities, and appurtenances of whatsoever nature thereunto belonging unto the said grantees above named and to their heirs and assigns forever; subject nevertheless to the above mentioned and to the following conditions and stipulations

First, That the premises hereby granted, with the exception of the surface, may be entered by the proprietor of any other mine, lode or ledge, the top or apex of which lies outside of the boundary of said granted premises, should the same in its dip be found to penetrate, intersect, or extend into said premises, for the purpose of extracting and removing the ore from such other mine, lode or ledge.

Second, That the premises hereby granted shall be held subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs, and decisions of the courts. And there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

Third, That in the absence of necessary legislation by Congress, the Legislature of South Dakota may provide rules for working the mining claim or premises here by granted, involving easements, drainage, and other necessary means to its complete development.

In Testimony Whereof, S. William McKimley, President of the United States of America, have caused these letters to be made patent; and the seal of the General Land Office to be hereunto affixed,

premiss unto the said party of the second part, his heirs and assigns; so that neither he the said party of the first part nor any person in his name and behalf, shall or will hereafter claim or demand any right or title to the said premiss or any part thereof; but they and every of them shall by these presents be excluded and forever barred. In witness whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written

Signed, Sealed and delivered in presence of O. Wilson
Edwin Camack as trustee of the estate of George Hagenreich, Bankrupt

The State of Nebraska,
Lancaster County

On this 19th day of July A.D. 1899 before me Owsley Wilson a Notary Public duly commissioned and qualified for and residing in said County, personally came Edwin Camack as trustee of the estate of George Hagenreich Bankrupt. At me known to be the identical person described in and who executed the foregoing conveyance as grantor and acknowledged the said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written

Owsley Wilson
Notary Public

<p>106289 R. D. Mockett, et al. to Frank C. Lahr Filed for record Jan 24 1900 at 4:45 o'clock P.M. John W. Ringrose Register of Deeds.</p>	<p>Quit Claim Deed This Indenture, made this 19th day of January in the year of our Lord Nineteen hundred, between R. D. Mockett and George A. Hagenreich of the County of Lancaster and State of Nebraska, parties of the first part, Frank C. Lahr, of the County of Lancaster and State of Nebraska, party of the second part, for and in consideration of the sum of One Dollar to them in hand paid, and other valuable considerations by the said parties of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit claimed, and by these presents do hereby remise release and quit claim unto the said party of the second part, his heirs, and assigns: All the following described real estate situated in Bear Butte Mining District, and Whitewood Mining District, to wit: County of Lawrence and State of South Dakota, all of the one-third interest in the Gold Mine claims known as Hagenreich Miller Run and Cold Ridge, in Bear Butte Mining District,</p>
--	--

quartz rock and
pendant and up
the elements, and
and the rock is in
possession claim
of the first part, of
equal amount;
with the appropriate
part of the second
part of the

18. before me
appeared
I who executed
in same party
at the day and

for full in the
meeting room
of the estate of
George Hagenreich
Bankrupt

of the first part has amounts set his hand and seal the day and year last above written
 signed and delivered in presence of U. Wilson of George Blainworth, Bankrupt

The State of Nebraska,
 Lancaster County

On this 19th day of July A.D. 1898 before me C Wesley Wilson a Notary Public duly commissioned and qualified for and residing in said County, personally came Edwin Kamack as trustee of the estate of George Blainworth Bankrupt. As me known to be the identical person described in and who executed the foregoing conveyance as grantor and acknowledged the said instrument to be his voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written
 C Wesley Wilson
 Notary Public

106289
 R. D. Mockett, et al.
 to
 Frank E. Lahr
 Filed for record Jan 24 1900
 at 4:45 o'clock P.M.
 John W. Ringrose
 Register of Deeds.

Quit Claim Deed
 This Indenture, made this 19th day of January in the year of our Lord Nineteen hundred, between R. D. Mockett and George A. Blainworth of the County of Lancaster and State of Nebraska, parties of the first part, Frank E. Lahr, of the County of Lancaster and State of Nebraska, party of the second part, for and in consideration of the sum of One Dollar to them in hand paid, and

other valuable considerations by the said parties of the second part, the receipt whereof is hereby acknowledged, has remised, released and quit claimed, and by these presents do hereby remise, release and quit claim unto the said party of the second part, his heirs, and assigns: All the following described real estate situated in Bear Butte Mining District, and Whitewood Mining District, to wit; County of Lawrence and State of South Dakota, All of One third interest in the Gold Mine claims known as Blainworth Little Fern and Gold Ridge, in Bear Butte Mining District, One half interest in Gold mine claims known as Fern and Myrtle in Bear Butte Whitewood Mining District and also One half interest in Gold Coin claims Nos. One, Two and Three in Whitewood Mining District, all in Lawrence County, South Dakota. Together with all and singular, the lodes and veins, within the lodes of said claim, and dips spurs, mines, minerals, dumps, fixtures improvements rights privileges and appurtenances in anywise belonging to them to hold the lands tenements and hereditaments hereby conveyed unto the said party of the second part, his heirs and assigns.

Book 199 Page 381

I appeared
 I who executed
 in same party
 at the day and
 the
 of July in the
 county of
 of the estate of
 and
 the receipt
 need released
 does for himself
 like interest estate
 need interest in
 in Ridge, in Bear
 Fern & Myrtle
 one half interest
 interest all in
 singular the
 the above described

forever. In witness whereof the said parties of the first part have hereunto set their hands and seals
 In presence of
 Elaribel Stanley }
 R. D. Mockert
 George A. Hognesick
 (125 Stamp cancelled)

State of Nebraska,
 Lancaster County

I, Elaribel Stanley a Notary Public in and for said County do hereby certify that R. D. Mockert and George A. Hognesick, who are personally known to me to be the same persons described in and who executed the within indenture personally appeared before me this day and acknowledged that they signed and delivered the said indenture as their free and voluntary act and deed for the uses and purposes therein set forth

Witness my hand and Notarial Seal this 19 day of January, A.D. 1900
 Elaribel Stanley
 Notary Public

~~106070
 United States
 to
 John H. Miller et al.
 Filed for record Jan 25 1900
 at 2:35 o'clock P.M.
 John Mungras
 Register of Deeds~~

~~General Land Office
 No 21941
 The United States of America
 Mineral Certificate
 No 495~~

~~To all to whom these presents shall come, Coming:
 Whereas, in pursuance of the provisions of the Revised Statutes of the United States, Chapter Six, Title Ninety two and legislation supplemental thereto, there have been deposited in the General Land Office of the United States the plat and Field Notes of Survey and the certificate No 495 of the Register of the Land Office at Rapid City in the State of South Dakota accompanied by other evidence whereby it appears that John H. Miller and Lela M. Pich did, on the ninth day of June A.D. 1899 duly enter and pay for that certain Mining claim or premises, known as the Rainy Day and Sunset Lake Mining claims designated by the Surveyor General as lot No 1273 embracing a portion of Township four North of range two east Black Hills Meridian in the Whitewood Mining District in the County of Lawrence and State of South Dakota in the District of Kansas subject to sale at Rapid City and bounded, described and platted as follows, with the notation as hereinafter stated, Resolving forth the description of the Rainy Day claim at corner No. 1, a pine post 4.50 inch in diameter 12.72 in from the center of the claim a pine tree eight inches in diameter blazed and marked D~~

radius bears
 2-1/2 four and
 and forty four
 three feet
 twenty eight
 three, second
 north fifty 2
 to corner No 2
 eight degrees
 fourth corner
 distance and to
 hundred and
 or rods. A
 pine post four
 pine stumps two
 South eighty 1
 a pine stump
 bears north
 feet distant,
 and seventy six
 fourteen degree
 minutes west
 three, second
 west east, one
 three and four
 twenty eight 1
 three, third
 east, South
 county and
 line between
 timber of a
 post and
 blazed

TAX DEED

I, Milton A. Williams, Treasurer of the County of Lawrence, do hereby certify that pursuant to Chapter 479 of the Session Laws of the State of South Dakota for 1953, in proceedings to enforce the payment of taxes delinquent upon real estate for years prior to 1942 and which have remained delinquent from 1942 to 1952, inclusive, in the County of Lawrence, did on or before the 10th day of September, 1953, file in my office and in the office of the County Auditor, a list of all taxes upon all real property which appear from the tax record to be delinquent, in the office of the County Treasurer in said County.

And it appearing that such real property has not been redeemed; that notice of right to redeem has been given as required by law; that sixty (60) days have expired since the completed service of such notice; that such real property was charged on the tax list, and that the same was legally advertised.

NOW, THEREFORE, THIS INDENTURE made this 21st day of December, 1953, by Milton A. Williams, Treasurer of said County, party of the first part, and the said Lawrence County, party of the second part, I do therefore, pursuant to the statute in such cases made and provided, convey the said pieces, parcels or lots or pieces, parcels or lots of land in fee simple to Lawrence County as provided by Chapter 479 of the Session Laws of the State of South Dakota for 1953, described as follows, to-wit:

P.C. Part of M.S. 55 containing 8.60 acres; Surface right to M.S. 55; P. C. M.S. 59 containing 7.22 acres; P.C.M.S. 60 containing 10.23 acres; Gustine Lode M.S. 63 containing 7.71 acres; Part P. C. M.S. 64 containing 2.36 acres; M & B Desc. part of M.S. 78 assessed to Emma M. Burton; $\frac{1}{2}$ part not conveyed by Bogle et al, Omega M.S. 79 containing .65 acres; Part Omega M.S. 79 containing .49 acres; $\frac{1}{2}$ part not conveyed by Bogle et al, Omega M.S. 79 containing 3.44 acres; Part M.C. M.S. 81 assessed to Mrs. S. J. Reddick; M & B Desc. part M.C. M.S. 81 assessed to John Shama; M & B Desc. part M.C. M.S. 81 assessed to Elmer G. Elliger; M & B Desc. part M.C.M.S. 81 assessed to Mrs. Minnie Stevens; M & B Desc. part M.C.M.S. 81 assessed to Mike Klein; P.C.M.S. 162, containing 2.00 acres; Yellow Jacket M.S. 193 containing 10.33 acres; Florence Lode M.S. 228 containing 9.19 acres; Florabelle M.S. 251 containing 10.01 acres; M & B Desc. part P.C.M.S. 283 assessed to Adelaide Van Cise; M & B Desc. part P.C.M.S. 283 assessed to LeRoy Estate; M & B desc. part P.C.M.S. 283 assessed to Fred Howard; M & B Desc. part P.C.M.S. 283 assessed to Johanna Geis Estate; M & B Desc. part P.C.M.S. 283 assessed to G.E. Burgham Estate; Resumption M.S. 300 containing 6.87 acres; Resumption No. 2 M.S. 301 containing 10.38 acres; Highland Mary M.S. 326 containing 7.75 acres; Specie Payment M.S. 329 containing 10.38 acres; General Crook Lode M.S. 368 containing 8.21 acres; 50' x 100' part Surface Eureka M.S. 389 containing .07 acres; assessed to H. Louthan; Part surface right Eureka M.S. 389 containing .07 acres assessed to W. W. Copp; 50' x 100' part surface Eureka M.S. 389 containing .07 acres assessed to Vincenzo Azerio; Part surface right Eureka M.S. 389 containing .16 acres assessed to Olivia Hall Estate; Part surface right except right of way M.S. 389 assessed to Mary Beeman Estate; Part surface right except right of way M.S. 389 assessed to May E. Moore estate; Part surface except right of way M.S. 389 assessed to J. H. Conway Estate.

P.C.M.S. 390 containing 1.60 acres; Mona Lode M.S. 477 containing 8.24 acres; Potato Fraction M.S. 478 containing 8.26 acres; Little Blanche M.S. 482 containing 9.83 acres; North Star M.S. 535 containing 10.32 acres; M & B Desc. part P.C.M.S. 681 containing .83 acres; Marco Polo M.S. 565 containing 10.33 acres; Algona M.S. 566 containing 10.33 acres; M & B Desc. part P.C.M.S. 681 containing 1.76 acres; M & B Desc. part P.C.M.S. 681 assessed to William Zoekler & Bros.; M & B Desc. part P.C.M.S. 681 assessed to Matilda Zoekler Estate; Samson M.S. 682 containing 10.33 acres; M & B Desc. part M.C.M.S. 683 assessed to J. P. Hoyer Estate; M & B Desc. part M.C.M.S. 687 assessed to H. S. Clark; M & B Desc. part M.C.M.S. 687 assessed to H. H. Stewart; M & B Desc. part M.C.M.S. 687 assessed to Betsy Carlson;

Revenue Fr. No. 1 and 2, M.S. No. 1286 containing 2.02 acres; Lightning, Thunder and Dick Lodes M.S. 1289 containing 60.39 acres; Sly and Lewis Fr. M.S. 1291 containing 2.64 acres; Clarinda et al M.S. 1291 containing 75.93 acres; Katy, Fern et al M.S. 1298 containing 29.18 acres; Myrtle Fraction, M.S. 1299 containing 9.89 acres; Surface right to lot 50' x 100' M.S. 1307 containing .14 acres; Surface right to lot 50' x 100' M.S. 1307 containing .07 acres; Tartar, Incas, Mogul and Mogul Millsite, M.S. 1314 containing 9.30 acres; Heunton M.S. No. 1321 containing 5.96 acres; Goldstone, Goldstone No. 2 M.S. 1325 containing 18.90 acres; Ontario M.S. No. 1340 containing 6.01 acres; M & B Desc. part M.S. No. 1341 containing 1.96 acres assessed to J. M. Ryan; M & B Desc. Part M.S. 1341 containing .14 acres assessed to John Lindberg; Augustus & Moon M.S. 1354 containing 9.59 acres; Diamond Lode M.S. 1360 containing 10.18 acres; Em and Ute Lodes M.S. 1373 containing 41.30 acres; Part Golden Eagle and Black Bird M.S. 1376 containing 425.64 acres; Part Golden Eagle and Black Bird M.S. 1376 containing 213.20 acres; Fog Lode M.S. 1377 containing 9.05 acres; Cleveland, Rubicon et al M.S. 1382 containing 81.02 acres; Canton & Canton Fr. M. S. 1388 containing 43.04 acres; Ellen No. 1 et al M.S. 1396 containing 21.40 acres; Rip Rap, Lone Star et al M.S. 1397 containing 97.96 acres; Mammoth M.S. 1401 containing 14.60 acres; Star and Golden Wedge Ground M.S. 1402 containing 21.67 acres; Kangaroo, Tiger Tail and Fourth of July M.S. 1411 containing 73.07 acres; Chicken Lode M.S. 1426 containing 2.75 acres;

Narrow Gauge et al M.S. 1430 containing 26.54 acres; Surface right 40' x 40' M.S. 1430; Boulder Fr. M.S. 1433 containing 3.40 acres; Julietta et al M.S. 1436 containing 68.16 acres; Deadbroke and Lucky Boy Fr. et al M.S. 1437 containing 55.76 acres; Victor, Storm King et al M.S. 1440 containing 123.42 acres; Harmony Skookum & Goldstone M.S. 1441 containing 32.05 acres; Big Deposit M.S. 1441 containing 7.42 acres; $\frac{1}{2}$ interest in Big Deposit M.S. 1441 containing 1.04 acres; assessed to Chris Godfrey Estate; $\frac{1}{2}$ interest in Big Deposit M.S. 1441 containing 1.04 acres assessed to George Simmons Estate; Anna Lode M.S. 1445 containing 9.20 acres; Chipmunk and Gilman M.S. 1462 containing 24.07 acres; Except Surface Right M.S. 1476 containing 72.16 acres; Omaha, Chicago et al M.S. 1479 containing 62.30 acres; Crown Point, Modoc et al M.S. 1480 containing 51.79 acres; Penn Lode M.S. 1300 containing 10.13 acres;

Elkhorn No. 1 and 2 et al M.S. 1488 containing 52.45 acres; Blacktail Lode M.S. 1509 containing 3.25 acres; Wandering Jew M.S. 1515 containing 9.60 acres; Lot 50' x 50' Scapegoat M.S. 1524; Two by Six M.S. 1534 containing 5.59 acres; Alexandria M.S. 1535 containing 5.25 acres; Ridge et al M.S. 1537 containing 24.95 acres; M & B Desc. part Copper Queen, Grand Fr. et al M.S. 1538 containing 10.16 acres assessed to Dakota Mining & Investment Ltd.; Funstan et al M.S. 1552 containing 128.16 acres; Modoc M.S. 1581 containing 11.44 acres; Ennistymon No. 2 M.S. 1585 containing 31.76 acres; Golden Plume et al M.S. 1591 containing 70.41 acres; Emma and Emma No. 2 M.S. 1605 containing 3.40 acres; Grenada, Phonolite et al M.S. 1616 containing 82.24 acres; Los Angeles No. 1-2-3- M.S. 1617 containing 55.08 acres; Jubilee M.S. 1627 containing 9.88 acres; Pennsylvania M.S. 1632 containing 9.78 acres; O.K. Fraction M.S. 1645 containing 12.51 acres; Chandra & Chandra No. 1 et al M.S. 1657 containing 101.98 acres; Telegram et al M.S. 1659 containing 44.65 acres; New Era et al M.S. 1674 containing 49.79 acres; Last Chance M.S. 1675 containing 85.38 acres; Last Chance Millsite M.S. 1675 containing 1.67 acres; Last Chance Millsite M.S. 1675 containing 5.00 acres; Last Chance Millsite M.S. 1675 containing .55 acres; Last Chance Millsite M.S. 1675 containing 5.86 acres; M & B Desc. part M.S. 1678 containing 4.72 acres; Mammoth M.S. 1679 containing 8.28 acres; Seg. Fortion Pennsylvania et al M.S. 1685 containing 245.46 acres; Frank Neary, M & B Desc. Pennsylvania M.S. 1685 containing 2.21 acres; M & B Desc. Pennsylvania M.S. 1685 containing 2.21 acres assessed to Anna Williams; M & B Desc. Pennsylvania M.S. 1685 containing 4.44 acres assessed to James McQuillan; M & B Desc. part Monte Christo M.S. 1687 containing 9.80 acres; Eagle et al M.S. 1701 containing 37.22; Winnie Fr. et al M.S. 1702 containing 28.30 acres; Part Saratoga M.S. 1703; Squaw & Rubberneck M.S. 1705 containing 26.16 acres;

M & B
part M
No. 68
to C.
Estate
No. 71
to Hat
L. Jac
Frawley
776 cor
M.S. No.
assess
M & B
M & B
Desc. I
Undiv
acres
assess
assess
contai
Seg. pr
No. 93
acres.

So. Ly
652 cor
No. 96
40.96
1030 co
acres
No. 104
11.93
Union I
M.S. No
Desc. I
Charlo
.67 acr
contai
Evang
acres
M. S. 1
M. S. 1
8.08 ac
No. 119
.18 acr
1201 co
Goldsto
M. S. 1
et al
1208 as
1208 as
Havana
No. 121

Echo &
Dolphin
26.88
Part Ta
Fairban
Bereta
Lelaney
M.S. No
contai
319.29
Nankapo

M & B Desc. part M.C. M. S. No. 687 assessed to Charles Krause; M & B Desc part M.C. M.S. No. 687 assessed to W. C. Timma; M & B Desc. part M.C. M.S. No. 687 assessed to Edwin Thomas; M & B Desc. part M.C. M. S. No. 687 assessed to C. L. Peterson; M & B Desc. part M.C. M.S. No. 687 assessed to H. Woodall Estate; Carpenter P.C. M.S. No. 687 containing 16.00 acres; Part P. C. M.S. No. 715 containing 1.46 acres; M & B Desc. part M.C. M.S. No. 735 assessed to Hattie M. Fargo; M & B Desc. part M.C. M. S. No. 735 assessed to George L. Jackson; Red Cloud M.S. No. 759 assessed to A. W. Hastie Estate & C. Frawley Estate, containing 10.16 acres; Part Coe P.C. M & B Desc. M.S. No. 776 containing 20 acres, assessed to Ben Baier Estate; Part Whitetail P.C. M.S. No. 780 containing 2.34 acres; M & B Desc. part M.C. M.S. No. 794 assessed to L. M. Nelson; Westminster M.S. No. 838 containing 9.12 acres; M & B Desc. part Antitype, M.S. No. 843 assessed to Mrs. J. M. Murphy; M & B Desc. part Antitype M.S. No. 843 assessed to Archie Ayres; M & B Desc. part Antitype M.S. No. 843 assessed to Dora Gasson; Dark Horse Undivided M.S. No. 866; M & B Desc. part M.C. M.S. No. 892 containing .13 acres assessed to William and Wilma Hill; M & B Desc. part M.C. M.S. No. 892 assessed to Woodbury T. Chamberlain; M & B Desc. part M.C. M.S. No. 892 assessed to Eugene Moellendorf; Crown Point (Frawley Int.) M.S. No. 912, containing 7.11 acres; Matilda P.C. M.S. No. 920, containing 6.63 acres; Seg. portion Red P.C. M.S. No. 921 containing 25 acres; Big Sam et al M.S. No. 930 containing 48.49 acres; Ida No. 1, M.S. No. 111 containing 3.25 acres.

So. Lyon M.S. No. 935 containing 8.60 acres; M & B Desc. Cattaraugus M.S. No. 952 containing 3 acres assessed to G. M. Reuppell Estate; Montana et al M.S. No. 961 containing 33.54 acres; New York Group M.S. No. 990 containing 40.96 acres; Harrison Lode M.S. 992 containing 8.25 acres; Minerva Lode M.S. 1030 containing 10.20 acres; P. C. except lots M.S. No. 1035 containing 5 acres; Glendale Lode M.S. No. 1038 containing 44.54 acres; Red Jacket M.S. No. 1042 containing 9.52 acres; Rattler & Gilroy M.S. No. 1043 containing 11.93 acres; M & B Desc. part M.C. M.S. No. 1054 assessed to Elies Berg; Union Lode M.S. 1092 containing 39.38 acres; M & B Desc. part Squaw Creek, M.S. No. 1095 containing .33 acres assessed to Sol Rosenthal Estate; M & B Desc. part Squaw Creek, M.S. No. 1095, containing .67 acres assessed to Charlotte Hennessey; M & B Desc. part Squaw Creek M.S. No. 1095 containing .67 acres assessed to M. J. Rossiter Estate; Ora Fraction et al M.S. No. 1109 containing 36.82 acres; Jackson et al M.S. No. 1114 containing 43.73 acres; Evangeline No. 2 & 3, Little Birdie et al M.S. No. 1158 containing 79.75 acres; Anders et al M.S. No. 1159 containing 30.88 acres; Wild Dog & Knob M.S. 1161 containing 6.90 acres; Hillside No. 2-3-1 and Hillside Fraction M. S. No. 1166 containing 20.60 acres; North Side Lode M.S. No. 1173 containing 8.08 acres; Part Luray M.S. No. 1177 containing .78 acres; Nevada et al M.S. No. 1195 containing 30 acres; M & B Desc. Goldstone M.S. No. 1201 containing .18 acres assessed to Julius Rebsamen Estate; M & B Desc. Goldstone M.S. 1201 containing .96 acres assessed to Gold Stone Mining Co.; Live Oak Part Goldstone M.S. 1201 containing 18.64 acres; Gold Run & Gold Run Fraction M. S. 1203 assessed to Spiro Boziatis, containing 2.20 acres; Iris, Jennie, et al. M.S. No. 1207 containing 30.77 acres; M & B Desc. part M.C. M.S. No. 1208 assessed to Dominic Rachetto Estate; M & B Desc. part M.C. M.S. No. 1208 assessed to Jennie Hymer Estate; Washash No. 1-5, Connecting and Havannah No. 1-10 M.S. No. 1210 containing 51.70 acres; Last Chance M.S. No. 1211 containing 37.13 acres.

Echo & Daisy et al M.S. No. 1216 containing 50.70 acres; Doze, Doze Fr., Dolphin, Evening Star, Bryan, Esabelle & Belt Lodes M.S. No. 1217, containing 26.88 acres; St. Louis, Modlego et al, M.S. No. 1219 containing 30.78 acres; Part Taqua et al, M & B M.S. No. 1226 containing 1.24 acres assessed to J. B. Fairbanks Estate; Regina No. 1-2-3 et al M.S. No. 1227 containing 123.64 acres; Hawkstake Fr., Bryant et al M.S. No. 1228 containing 53.77 acres; Saxony, Delaney, Hamden, Coxey Fr., Walton, Harvey, Hidden Ore, Eagle Chief et al, M.S. No. 1229 containing 28.92 acres; White House & Congress M.S. No. 1247 containing 21.46 acres; North West Fraction et al M.S. 1260 containing 319.29 acres; Hope and Annie M.S. 1259 containing 18.38 acres; Delaney & Nankapoo M.S. 1278 containing 19.84 acres.

Nest M.S. 1708 containing 20.55 acres; Frank and Frank No. 2 M.S. 1725 containing 33.50 acres; Comstock et al M.S. 1733 containing 36.82 acres; Romeo M.S. 1738 containing 25.08 acres; Deadwood and Gen. Terry M.S. 1740, containing 2.24 acres; Maine et al M.S. 1747 containing 36.21 acres; Part Lone Hand, Lone Hand Fr. et al M.S. 1749 containing 29.02 acres; Snowbird, Double Triangle, Hartford, Hartford No. 2, Wild Rose, Divide No. 5A, Hartford Fr. and Divide M.S. 1753 containing 45.33 acres; Jaybird et al M.S. 1764 containing 62.25 acres; Edmonia M.S. 1769 containing 19.17 acres; Last Chance & Int. M.S. 1775 containing 14.03 acres; Fortuna M.S. 1781 containing 12.84 acres; Marco Polo M.S. 1782 containing 71.81 acres; Small Lode M.S. 1788 containing 6.35 acres; House, Harry M. et al M.S. 1789 containing 37.24 acres; Reno, Russell, Esther, Labor, Calumet, Michigan, and Calumet No. 1, M.S. 1790 containing 75.19 acres; Cameo No. 2-4-6, Fo River and York M.S. No. 1791 containing 142.22 acres; San Antonio M.S. 1791 containing 4.50 acres; Marion Lode M.S. 1792 containing 19.14 acres; Rocket, M.S. 1803, containing 9.64 acres; Texana, Eagle et al M.S. 1803 containing 48.89 acres; Demaskin No. 1 and 2 M.S. 1813 containing 31.63 acres; Twin Pine and Blue Bird M.S. 1814 containing 18.33 acres; Free Gold Fraction M.S. 1815 containing 17.16 acres; Jettie et al M.S. 1822 containing 92.57 acres; May, Dewey, Mary, Two Johns and Big Falls, M.S. 1825 containing 35.50 acres; Frances A. Lode M.S. 1827 containing 3.50 acres; Edmonia No. 1-3 and Cora et al M.S. 1829 containing 109.40 acres; Wade Fraction M.S. 1832 containing 7.52 acres; Cairo, Mill et al M.S. 1834 containing 76.94 acres; Henninger No. 1 et al M.S. 1835 containing 9.70 acres; Spearfish Falls et al M.S. 1836 containing 65.36 acres; Saratoga & Vanderbilt M.S. 1840 containing 79.97 acres; Rochester M.S. 1844 containing 17.22 acres; Golden, Nansen et al M.S. 1855 containing 65.48 acres; Emery No. 4 and 5 M.S. 1856 containing 37.45 acres; Dewey No. 1 and 2 M.S. 1861 containing 15.14 acres; Echo Lode M.S. 1869 containing 40.16 acres; Centennial Fraction M.S. 1872 containing 47.67 acres; Part Monument and Garrison et al M.S. 1875 containing 40.01 acres; Florence Lode M.S. 1877 containing 30.53 acres; Pal & Star M.S. 1882 containing 36.50 acres.

Pactola Lode M. S. 1898 containing 5.67 acres; Brilliant and Cheyenne M.S. 1903 containing 62.50 acres; Buster Fraction M.S. 1907 containing 1.63 acres; Dante Creston et al M.S. 1910 containing 50.32 acres; Spokane No. 1 et al M.S. 1914 containing 142.49 acres; Rockefeller No. 4 and 5, M.S. No. 1919 containing 30.21 acres; 1/6 Protection M.S. 1929 containing 1.91 acres; 2/3 Protection and Diamond King et al M.S. 1929 containing 81.48 acres; Sunshine and Stanchion M.S. 1941 containing 28.16 acres; Tillman et al M.S. 1958 containing 77.02 acres; Silver King M.S. 1962 containing 18.62 acres; Billy Boy No. 1-2-3 M.S. 1967 containing 33.38 acres; Big Deposit No. 3 and Skookum M.S. 1971 containing 9.80 acres; Indiana Fraction M.S. 1977 containing 3.29 acres; Mary Arndt & Yuba M.S. 1978 containing 13.05 acres; Hart & Star Lodes M.S. 1984 containing 17.97 acres; Parhandle M.S. 1985 containing 11.74 acres; Hilton et al M.S. 1994 containing 166.34 acres; City of Deadwood Lode M.S. 1998 containing 20.37 acres; M & B Desc. M.S. 2001 containing 7.73 acres, assessed to James Chambers; Clarence et al M.S. 2021 containing 6.44 acres; Some Day M.S. 2022 containing 16.18 acres; Bison and Trent M.S. 2033 containing 38.13 acres; Jupiter Lode M.S. 2035 containing 36.32 acres; Buffalo No. 1 M.S. 2043 containing 12.76 acres; Seg. portion Scenic M.S. 2045 containing 11.00 acres; McClellan Extension M.S. 2045 containing 19.28 acres; Part Scenic M.S. 2045 containing 10 acres; Surface right part Scenic M.S. 2045; Northey M.S. 2046 containing 9.90 acres; Lilly M. and Alice No. 1 M.S. 2074 containing 24.79 acres; M.S. 2088 containing 59.41 acres; Black Nell and Coxey et al M.S. 2093 containing 73.79 acres; Lots 5, 9, 8, 11, 12, 14, 13, of Sub-div. Part of M. S. 79; Lot 6D, Sub-Div. P.C. No. 1035; M & B Desc. sub-div of P.C. No. 1035 assessed to C.B. & R.R. Co..

to have and to hold the said mentioned tracts or parcels of land, with the appurtenances thereto belonging, to Lawrence County, the said party of the second part, and its assigns forever, in as full and ample manner as the said Treasurer of said County is empowered by law to convey the same.

In Testimony Whereof, the said Milton A. Williams, Treasurer of the said County of Lawrence has hereunto set his hand and seal on the day and year aforesaid.

ATTEST:

Agnes Berberich Auditor of Lawrence County

Milton A. Williams
Treasurer of Lawrence County

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA }
COUNTY OF LAWRENCE } ss

On this 21st day of December, in the year 1953, before me personally appeared Milton A. Williams, County Treasurer of the said County of Lawrence, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

Richard R. [Signature]
Notary Public

My commission expires May 8, 1954

OFFICE OF REGISTER OF DEEDS

510070
STATE OF SOUTH DAKOTA }
COUNTY OF LAWRENCE } ss

I hereby certify that the within instrument was filed in this office for record on the 15 day of January, 1954, at 11:52 o'clock A.M., and recorded in Volume 377 of 11111 on Page 444.

Dec 7 1954
[Signature]
Register of Deeds
Lawrence County, South Dakota



DEED

Lawrence County, South Dakota, a public corporation, GRANTOR, of Deadwood, South Dakota, for and in consideration of Two Thousand Two Hundred Eighteen and 10/100 Dollars (\$2,218.10) conveys and quitclaims to Willis Aye and Lona Aye, Husband and Wife of Miles City, Montana, postoffice, GRANTEES, all the right, title and interest which the GRANTOR herein now owns and has heretofore acquired through Tax Deed, or otherwise, in and to the following described real property situated in Lawrence County, South Dakota, and every part thereof, to-wit:

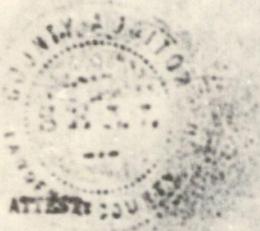
- M. S. 1207, 30.77 acres more or less in Section 5, Twp. 4N, Rge. 4E, consisting of Irish Jenny, Last Chance and Gordon Lodes in Lawrence County, South Dakota.
- M. S. 326, 7.75 acres in Sections 5 and 6, Twp. 4N, Rge. 4E, consisting of Highland Mary Lode in Lawrence County, South Dakota.
- M. S. 1299, 9.89 acres in Section 31, Twp. 5N, Rge. 4E, consisting of Myrtle Fraction Lode, in Lawrence County, South Dakota.
- M. S. 1577, 127.44 acres in Section 31, Twp. 5N, Rge. 4E and Section 6, Twp. 4N, Rge. 4E, consisting of Sahasta No's, 1, 3, 5, 4, 7, 9 and 11 Lodes.

Dated this 1st day of December, 1962.

LAWRENCE COUNTY

By Allen Evans
Chairman of the Board of County Commissioners

227243
Office of Registrar of Deeds
State of South Dakota
City of Lawrence



Amel Burkhardt
County Auditor

Jan 13 1963
Miller R. Berger
Register of Deeds

STATE OF SOUTH DAKOTA }
COUNTY OF LAWRENCE } ss.

On this 6th day of December, 1962, before me the undersigned officer, personally appeared Allen Evans, who acknowledged himself to be the Chairman of the Board of County Commissioners of Lawrence County, South Dakota, a public corporation, and that he, as such Chairman of the Board of County Commissioners, being authorized so to do, executed the foregoing instrument for the purposes contained by signing the name of the said corporation by himself as Chairman of said Deed.



IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Miller R. Berger
Notary Public

My Commission expires 9-29-67

South
(\$609.
tion o
intere
Deed,
Lawre

ATTEN
Agne
STATE
COUNTY
office
can of
corpor
being
Oct. 11
1962

THIS INDENTURE, Made the 31st day of December, 1962, between Willis F. Aye and Lona B. Aye, his wife, of Miles City, Montana, as parties of the first part and the White House Congress Incorporated, a South Dakota Corporation, of Deadwood, South Dakota, party of the second part:

WITNESSETH: That the said parties of the first part for and in consideration of the sum of ONE and No/100ths Dollars (\$1.00)--and other valuable considerations - to them in hand paid by the said party of the second part, receipt of which is hereby acknowledged; do hereby convey, remise, release and forever quitclaim unto the said party of the second part, and to its assigns, all right, title and interest in and to the following described real estate, situated in the County of Lawrence, State of South Dakota, to-wit:

- M. S. No. 326 consisting of Highland Mary Lode in Sections 5 and 6 T 4 N R 4 E, containing 7.75 acres more or less;
- M. S. No. 1207 consisting of Irish Jenny, Last Chance and Gordon Lodes in Section 5 T 4 N R 4 E, containing 30.77 acres more or less;
- M. S. No. 1299 consisting of Myrtle Fraction Lode in Section 31 T 5 N R 4 E, containing 9.89 acres more or less;
- M. S. No. 1577 consisting of Shasta Lodes Nos. 1, 3, 4, 5, 7, 9 and 11 in Section 31 T 5 N R 4 E, containing 127.44 acres, more or less;
- M. S. No. 1814 consisting of the Twin Mine and Blue Bird Lodes in Sections 5 and 6 T 4 N R 4 E, containing 18.532 acres, more or less;

All located in Lawrence County of the State of South Dakota.

together with all the tenements, hereditaments and appurtenances thereto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest in real property, possession, claim and demand whatsoever as well in law as in equity, of the said parties of the first part, of, in or to the said premises and every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the said premises, with the appurtenances unto the said party of the second part and its assigns forever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

Lona B. Aye (SEAL)

Willis F. Aye (SEAL)

STATE OF MONTANA)
County of Custer)ss

On this 31ST day of December nineteen hundred and sixty-two before me the undersigned a Notary Public for the State of Montana, personally appeared Willis F. Aye and Lona B. Aye, known to me personally to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.



C. M. Hughes
Notary Public for the State of Montana

Residing at Miles City, Montana My Commission expires 2/24/65

227202
Office of Registrar of Deeds
State of South Dakota
County of Lincoln
Filed for record this 16 day
of Dec 1962 at 9:21 O'clock
A.M. and recorded in Book No. 360
Page 380
Richard Parker
Registrar of Deeds
By Richard Parker Deputy
Dec 21



AGREEMENT made and entered into this 20th day of July, 1966, by and between WHITE HOUSE CONGRESS, INCORPORATED, a South Dakota corporation, first party, and HOMETAKE MINING COMPANY, a California corporation, of Lead, South Dakota, P.O., second party, WITNESSETH:

1. For and in consideration of the sum of Ten Thousand Dollars (\$10,000) in hand paid to first party by second party, receipt whereof is hereby acknowledged, first party hereby gives and grants to second party the option and privilege of purchasing on or before July 1, 1967, upon the terms and conditions herein set forth, all pine timber six inches and larger D.B.H. (diameter breast high) as measured four and one-half feet from the ground, located in the following described property situated in the County of Lawrence, State of South Dakota, of which first party covenants it is the owner in fee simple, free and clear of all liens and encumbrances, to-wit:

The mining claims comprising and known as M.S. Nos. 675, 935, 977, 1141, 1170, 1186, 1207, 1219, 1247, 1260, 1278, 1289, 1298, 1299, 1322, 1373, 1376, 1377, 1382, 1388, 1401, 1406, 1436, 1461, 1479, 1577, 1709, 1397, 1791, 1836, 1814, 1822, 1832, 1872, 1746, and 2093.

2. Second party shall signify its intention to exercise this option by notice in writing either delivered personally to John L. Aye, President of first party, or mailed to him by certified mail at his post office address, Tinton Route, Lead, South Dakota, on or before July 1, 1967, it being expressly agreed that failure to give such notice in the manner and within the time specified shall terminate this option without further action, and upon such failure all rights of second party hereunder shall cease and terminate. As to this provision time is expressly declared to be the essence of this agreement. This option may be exercised in said manner in whole or in part and such notice shall designate the lands as to which second party elects to exercise this option.

3. In further consideration for this option, second party agrees to cause such reserved timber to be promptly cruised and should it within the time specified give notice of intention to exercise this option, in whole or in part as hereinbefore provided, second party shall be obligated to pay to first party the value of the timber covered by this option on the selected lands as shown by said cruise: at the rate of One Dollar and Sixty Cents (\$1.65) per cord for all timber six to fourteen inches D.B.H., said timber to contain at least two - one hundred inch sticks of a maximum four inch top diameter per tree, and at the rate of Seven Dollars and Fifty Cents (\$7.50) per thousand board feet N.L.S. Scribner Decimal C scale, for all timber fourteen inches and over D.B.H., less credit for the Ten Thousand Dollar Down payment this day paid to first party, the said balance of purchase price to be paid to first party upon delivery to second party by first party of proof of title satisfactory to second party and a proper instrument of conveyance satisfactory to second party granting and selling said timber to second party, its successors and assigns. Second party shall have all rights of ingress and egress for the purpose of cruising all merchantable timber on the above described lands.

4. It is agreed that volume for payment will be determined by cruise conducted by second party, using approved United States Forest Service volume tables for Black Hills timber. First party will have the privilege of participating in the cruise and checking all cruise data.

5. It is further agreed that said deed shall also grant and convey to second party, its successors and assigns, the right and privilege of cutting and removing said timber, or any part thereof, from the said properties described in said deed, by such means and in such manner as second party shall deem advisable at any and all times on or before July 1, 1977, provided second party agrees to lop the tops of all trees and scatter the slash in conformity with good logging practice. First party shall also grant, convey and warrant to second party, its successors and assigns, rights of way over, along, across and upon said property described in said deed, for the purpose of building, constructing, using and maintaining thereon such roads and logging trails as second party may deem necessary or advisable as a part of and in connection with any timber or logging operations. First party shall also agree in said deed to pay all taxes and assessments now and that may hereafter be levied upon or against said properties, or any part thereof, including the timber until severed.

IN WITNESS WHEREOF the parties have executed this agreement in triplicate.

WHITE HOUSE CONGRESS, INCORPORATED

Attest:

By [Signature]
Secretary

HOMESTAKE MINING COMPANY

By [Signature]
Vice President, and Manager Black Hills Operations.

STATE OF SOUTH DAKOTA }
COUNTY OF LAWRENCE } ss.

On this 20th day of July, in the year 1966, before me, the undersigned Notary Public within and for said County and State, personally appeared John L. Aye, known to me to be the President of White House Congress, Incorporated, one of the corporations described in and that executed the foregoing instrument, and duly acknowledged to me that such corporation executed the same.



[Signature]
I. M. Stevens Notary Public

My commission expires
Oct. 27, 1966

STATE OF SOUTH DAKOTA }
COUNTY OF LAWRENCE } ss.

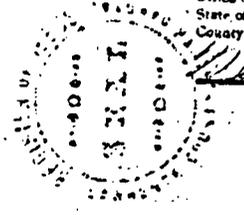
On this 21st day of July, in the year 1966, before me, the undersigned Notary Public within and for said County and State, personally appeared James O. Harder, known to me to be Vice President, and Manager Black Hills Operations of Homestake Mining Company, one of the corporations described in and that executed the foregoing instrument, and duly acknowledged to me that such corporation executed the same.



[Signature]
I. M. Stevens Notary Public

My commission expires
Oct. 27, 1966

234,951
Office of Register of Deeds
State of South Dakota
County of Lawrence
Filed for record on July 21, 1966
and recorded in Book No. 374 Page 806
By [Signature] Deputy



BOOK 374 PAGE 807

CONTRACT FOR DEED

THIS AGREEMENT made and entered into this 21 day of September 1973, by and between WHITEHOUSE CONGRESS, INCORPORATED, A South Dakota corporation, hereinafter referred to as Sellers, and HARLAN A. SCHMIDT and BARBARA S. SCHMIDT, husband and wife as joint tenants with right of survivorship and not as tenants in common of Rapid City, South Dakota, hereinafter referred to as Buyers,

WITNESSETH

Sellers agree to sell and buyers agree to purchase the following described real estate located in Lawrence County, South Dakota, to-wit:

U. S. Mineral Survey #326, U. S. Mineral Survey #1186,
U. S. Mineral Survey #1207, U. S. Mineral Survey #1228,
U. S. Mineral Survey #1298, U. S. Mineral Survey #1377,
U. S. Mineral Survey #1814 and U. S. Mineral Survey #1299,
containing 324.82 acres, more or less, and reserving unto
the grantors all mineral rights,

upon the following terms and conditions mutually understood and agreed to by and between the parties hereto as follows:

PURCHASE PRICE AND PAYMENT: The total purchase price for the real property above described shall be the sum of Forty Thousand Six Hundred Two and 50/100 Dollars (\$40,602.50), based on a selling price of One Hundred Twenty-Five Dollars (\$125.00) per acre, payable in the manner following:

- a. The sum of Four Hundred Dollars (\$400.00) down, receipt of which is hereby acknowledged by the sellers and Richard-Sutlin Realty.
- b. The sum of Seven Thousand Nine Hundred Seventeen and 50/100 Dollars (\$7,917.50) payable upon receipt of a preliminary report guaranteeing title insurance and one-half of the survey corners found, as provided for herein, all to be accomplished on or before October 13, 1973.
- c. The balance of Thirty-Two Thousand Two Hundred Eighty-Five Dollars (\$32,285.00) payable each year at the rate of Three Thousand Two Hundred Eighty-Five Dollars (\$3,285.00) per year plus interest at the rate of seven per cent (7%) on the unpaid balance until principal and interest are paid in full. First payment due on or before one year from the date of possession but not prior to January 1, 1974. Interest to begin on the date of possession.

All payments made shall be first applied to interest and the balance of any payment to principal.

ADJUSTMENT OF ACREAGE AND PRICE: It is understood and agreed by the parties that the amount of acres involved in this transaction is based upon the records of the Lawrence County Assessor and in the event subsequent and accurate surveys show the actual acreage to be more or less than that represented by this agreement, the purchase price shall be adjusted up or down accordingly based upon the price of One Hundred Twenty-Five Dollars (\$125.00) per acre.

PRE-PAYMENT: It is mutually agreed that the Buyers shall have the right and privilege of paying any part or all of the unpaid balance hereunder at any time subsequent to January 1, 1974, without penalty for unearned interest.

POSSESSION DATE: Buyers shall be entitled to possession of the premises on or before October 13, 1973, and the precise date of which may be inserted at the end of this contract and initialed by both parties to this agreement.

TAXES: Sellers agree to pay all taxes to the date of possession; Buyers agree to pay all subsequent taxes, levies and assessments.

ESCROW AGENT: The parties agree that the First National Bank of the Black Hills, Deadwood, South Dakota, shall be and act as escrow agent for all of the parties under the terms of this contract, and that the Warranty-Deeds, Abstracts of Title and Title Insurance Policy, along with a copy of this contract are to be placed in escrow with said escrow agent, along with any and all insurance policies, and Sellers hereby authorize said escrow agent, or any of its officers or employees to deliver said deed or deeds to Buyers according to the instructions given in the Conveyance clause herein, and to deduct the cost of transfer tax.

Buyers agree to pay all escrow expenses involved herein.

ABSTRACT OF TITLE AND TITLE INSURANCE: The sellers will provide one title insurance policy for the total of all of the property herein conveyed within a reasonable time after date of possession and delivery of the preliminary letter guaranteeing title insurance. Sellers also agree to deliver to Buyers any abstracts they may have for the property herein conveyed in an uncontinued condition.

TIMBER: It is understood and agreed that all logging on the property herein conveyed must terminate upon the signing of this agreement and subsequent to the signing of this agreement, the proceeds from any timber removed from the property shall be applied in full to the purchase price; however, any payment received from the sale of timber may not be applied toward the payment for release of any deeds as provided for in the conveyance clause of this agreement.

EASEMENTS: It is understood and agreed that in the event there are, upon the property herein conveyed, any easements or restrictions of record other than visible roads and power lines, they must be acceptable to the Buyers.

RESERVATION OF MINERAL RIGHTS: It is agreed between the parties hereto that there is specifically excepted and reserved from the sale herein made all mineral, oil and gas rights on the property described herein.

SPECIAL PROVISION: The sellers agree to show the buyers on a Saturday or Sunday at least one-half of the survey corners for each mineral survey prior to closing.

CONVEYANCE: The parties herein agree that separate warranty deeds conveying the above described premises to the Buyers for each mineral survey, except Mineral Survey #1577, which shall be deeded on a lode basis, shall be made

up contemporaneously with this contract and duly executed and placed in escrow with the escrow agent, First National Bank of the Black Hills, Deadwood, South Dakota, with instructions to said agent to deliver any one or more of said deeds to the buyers upon receiving payment as provided herein. The Buyers shall be entitled to request the release of any deed they desire for any one mineral survey or lode for which a deed is held by the escrow agent upon payment to the escrow agent of an amount equal to One Hundred Twenty-Five Dollars (\$125.00) per acre reduction of the principal balance due under this contract. To receive a deed under this clause, the Buyers shall not receive credit for the downpayment previously made and any payment tendered may be applied to the reduction of the remaining principal balance due under this contract and applied toward the annual payment due in any contract year. The purpose of this clause is to provide for the release of any deed held by the escrow agent upon the payment of a sum equal to One Hundred Twenty-Five Dollars (\$125.00) per acre applied to the principal balance remaining to be paid; however, the amount due in any one contract year shall not be less than the sum provided for in paragraph (c) under Purchase Price and Payment.

FAILURE OF ENFORCEMENT: The failure of the sellers to enforce, at any time, any of the provisions of this agreement or to require at any time performance by buyers of any of the provisions hereof shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of the sellers to thereafter enforce each and every such provision.

DEFAULT: Time is of the essence of this agreement and should buyers default in any of the terms and conditions contained in this agreement, sellers shall notify buyers of such default and buyers shall have thirty days time thereafter in which to correct the same. All notices of default shall be given by sellers to buyers by certified mail; and, should buyers fail to correct such default within thirty days thereafter, sellers may deem this agreement as cancelled and as null and void and with the immediate right thereupon on the part of sellers to retake possession of all of the real premises hereinbefore described, including all of the appurtenances and any alterations or improvements made thereon by buyers without the express consent of sellers herein, and to retain all payments theretofore made by buyers as rental and liquidated damages; and, that such remedy of repossession on the part of sellers shall not be exclusive and is to be deemed as merely cumulative with any other legal or equitable remedies that sellers may have under such circumstances and conditions whether in law or in equity. In the event Buyers fail to cure such default within the said thirty days, the sellers, at the sellers' option, may declare the entire balance due and owing.

OTHER DOCUMENTS: Both sellers and buyers agree to execute any and all other documents and papers which may be necessary or needed in order to effectuate the purposes of this agreement.

WRITTEN MEMORANDUM: This agreement constitutes a memorandum of the final meeting of the minds between the parties hereto of all prior negotiations had by the parties in reference to all matters covered herein; and, this agreement to be binding upon the respective heirs, executors, administrators and assigns of the parties hereto.

RECEIPT OF COPY: Each of the parties hereto by these presents admits the receipt of a full, true and complete copy of the agreement made herein.

IN WITNESS WHEREOF the parties have hereunto set their hands and signatures the day and year first above written.

Whitehouse Congress, Incorporated

By Willis Aye
Willis Aye, President



W. Hughes
W. Hughes, Secretary

Harlan A. Schmidt
Harlan A. Schmidt
Barbara S. Schmidt
Barbara S. Schmidt

State of South Dakota)
County of Lawrence) ss

On this 21 day of September, 1973, before me, the undersigned officer, personally appeared Willis Aye, who acknowledged to me that he is the president of Whitehouse Congress, Incorporated, a corporation, and that he, as such president being authorized so to do, executed the foregoing instrument for the purposes herein contained by signing the name of the corporation by himself as president.



In Witness Whereof I hereunto set my hand and official seal.

[Signature]
Notary Public

My Commission expires June 2, 1974

State of South Dakota)
County of Lawrence) ss

On this 16th day of October, 1973, before me, the undersigned officer, personally appeared Harlan A. Schmidt and Barbara S. Schmidt, known to me or satisfactorily proven to be the persons whose names are described in and who executed the within and foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof I hereunto set my hand and official seal.



My Commission expires Feb. 5, 1980

H. J. Neff
Notary Public

Homestake Forest Products Company, a California corporation,
a wholly owned subsidiary of Homestake Mining Company, a California
corporation, to which former corporation Homestake Mining Company
assigned and conveyed all of its assets in its timber division including
sawmill, timber lands, timber cutting rights, etc., effective August 1,
1972, hereby relinquishes and releases any and all rights whatsoever
now held by it to M. S. 1186, M. S. 1207, M. S. 1298, M. S. 1814,
M. S. 1577, and M. S. 1299 under and by virtue of that certain Option
Agreement dated July 20, 1966, by and between White House Congress,
Incorporated, a South Dakota corporation, First Party, and Homestake
Mining Company, a California corporation, Second Party.

Dated this 17th day of December, 1973.

HOMESTAKE FOREST PRODUCTS CO.

By: W. P. McGrath
William P. McGrath
Vice President and Manager

The foregoing right is granted upon the express liability for all damage to the hereinbefore Vice President and Manager of the Company's failure to use due care in the exercise of the granted right.

Dated this 21st day of December, 1973. Charles J. Richardson
STATE OF Colorado COUNTY OF Lawrence

On this 21st day of December, 1973, I, the undersigned, Notary Public for and in and for the County of Lawrence, State of Colorado, do hereby certify that the foregoing instrument was acknowledged before me this 17th day of December, 1973, by William P. McGrath, as Vice President and Manager of such corporation, Homestake Forest Products Company.

Witness my hand and official seal.

N.O. 37210

BOOK 412 PAGE 150

Ernest E. Steffen
Notary Public

My commission expires:
June 19, 1980

2635
Office of Registrar of Deeds
State of Colorado
Ernest E. Steffen
Notary Public
Dec 25 1973
412 PAGE 150

BOOK 412 PAGE 150

WHITEHOUSE CONGRESS, INCORPORATED, a South Dakota Corporation

grantor, of Miles City, Custer County, State of Montana, P.O., for and in consideration of One Dollar and Other Good and Valuable Consideration DOLLARS, GRANTS, CONVEYS AND WARRANTS TO HARLAN A. SCHMIDT and BARBARA S. SCHMIDT, joint tenants with right of survivorship and not as tenants in common grantee, of Rapid City, South Dakota P.O., the following described real estate in the County of Lawrence in the State of South Dakota:

Mineral Survey No. 1299, Consisting of Myrtle Fraction Lode, 9.89 acres; subject to reservation by Grantor of NO. 83-3265 all mineral, oil and gas rights on the property described herein.

1983 MAY 12 AM 9:51

MUNNE C. FOREMAN LAWRENCE COUNTY REGISTER OF DEEDS

see 200

24 # 9860

Dated this 11th day of November, 1974

ATTEST Secretary (Attach corporate seal)

By Its

STATE OF SOUTH DAKOTA } ss. CORPORATE ACKNOWLEDGEMENT County of Lawrence }

On this, the 11th day of November, 1974, before me, C. Max Heggen, the undersigned officer, personally appeared Willis F. Hart, who acknowledged himself to be the President of Whitehouse Congress, Inc., a corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

In witness whereof I hereunto set my hand and official seal.

My commission expires 2/24, 1974 Title of Officer

Doc. # 83-3265

Special Abstracter's Certificate for Uniform Commercial Code

The Black Hills Land Title, Inc., a corporation, and a bonded abstracter of Deadwood, Lawrence County, South Dakota, hereby certifies that there are no Unsatisfied Financing Statements filed under the provisions of the Uniform Commercial Code in the Office of the Register of Deeds of Lawrence County, South Dakota, wherein real property is described is described, on the following real estate in Lawrence County, South Dakota:

Myrtle Lode of Mineral Survey No. 1299

EXCEPT AS SHOWN ON PAGE NONE Herein.

No liability is assumed for financing statements of the Uniform Commercial Code filed in the Office of the South Dakota Secretary of State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the Office of the Lawrence County Register of Deeds covering timber, growing crops, or fixtures wherein the land is described other than by metes and bounds, the rectangular survey system or by recorded lot and block.

Dated at Deadwood, South Dakota, this 14th day of October, 1987 at 8:00 A.M.

BLACK HILLS LAND TITLE, INC.

By

Ruthie Weiers

Licensed Abstracter

UNIFORM ABTRACTER'S CERTIFICATE

Adopted by South Dakota Title Association

STATE OF SOUTH DAKOTA
County of Lawrence

No. 134-87

The BLACK HILLS LAND TITLE, INC., a corporation, and a bonded Abstractor of the County of Lawrence, State of South Dakota, hereby certifies that the foregoing entries numbered 1 to 25, both inclusive, is a true and complete abstract of all instruments recorded in the office of the Register of Deeds of said county, subsequent and including Patent, affecting the title to the following described real estate situated in said County, to wit:

Myrtle Lode of Mineral Survey No. 1299

Further, that there are no unsatisfied Mechanics' Liens, Federal Liens, State Liens or County Liens filed in the office of the Register of Deeds of said County which are liens on said real estate, except:

Harlan A. and Barbara S. Schmidt

-NONE-

Further, that as shown by the tax records of the Treasurer of said County there are no taxes or special assessments due or unpaid or tax sale certificates unredeemed affecting the title to said real estate, except: (We make no certification hereunder as to City records).

1986 real estate taxes first $\frac{1}{2}$ paid second $\frac{1}{2}$ \$26.58 due

1987 real estate taxes a lien not yet due and payable until 1988

Further, that as shown by the docketed in the office of the Clerk of the Circuit and County Courts of said County, there are no unsatisfied judgments or transcripts of judgments which are liens upon said real estate docketed during the ten years last past against the following named persons:

Harlan A. and Barbara S. Schmidt

-NONE-

Dated at Deadwood, South Dakota this 14th day of October 1987 at 8: A.M.

Approved Member of
South Dakota Title
Association
and
American Land Title Association

BLACK HILLS LAND TITLE, INC.
(Bonded Abstractors)

By *Patricia Wilson*
Licensed Abstractor